

(2) Shall facilitate direct communication between the Government and the subcontractor as necessary.

(e) Notification of safety issues under this clause shall be considered neither an admission of responsibility nor a release of liability for the defect or its consequences. This clause does not affect any right of the Government or the Contractor established elsewhere in this contract.

(f)(1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—

- (i) Parts identified as critical safety items;
- (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or
- (iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

(2) For those subcontracts described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—

- (i) The Contractor or higher-tier subcontractor; and
- (ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.

(End of clause)

[72 FR 2636, Jan. 22, 2007]

**252.246-7004 Safety of Facilities, Infrastructure, and Equipment for Military Operations.**

As prescribed in 246.270-4, use the following clause:

**SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)**

(a) *Definition. Discipline Working Group*, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- (1) Fire protection;
- (2) Structural integrity;
- (3) Electrical systems;
- (4) Plumbing;
- (5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

[75 FR 66685, Oct. 29, 2010]

**252.246-7005 Notice of Warranty Tracking of Serialized Items.**

As prescribed in 246.710(5)(i)(A), use the following provision:

**NOTICE OF WARRANTY TRACKING OF SERIALIZED ITEMS (JUN 2011)**

(a) *Definition. Unique item identifier and warranty tracking* are defined in the clause at 252.246-7006, Warranty Tracking of Serialized Items.

(b) *Reporting of data for warranty tracking and administration.* The offeror shall provide the information required by Attachment \_\_, Warranty Tracking Information, (indicated by a single asterisk (\*)), on each contract line item number, subline item number, or exhibit line item number for warranted items. The offeror shall provide all information required by Attachment \_\_, Warranty Repair Source Instruction, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The “Warranty Item Unique Item Identifier data category may also be completed in conjunction with Attachment \_\_, Warranty Repair Source Instruction. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The offeror shall submit the data for warranty tracking to the Contracting Officer.

(End of provision)

[76 FR 33170, June 8, 2011]

**252.246-7006 Warranty Tracking of Serialized Items.**

As prescribed in 246.710(5)(i)(B), use the following clause:

**WARRANTY TRACKING OF SERIALIZED ITEMS (JUN 2011)**

(a) *Definitions.* As used in this clause—  
*Duration* means the warranty period. This period may be a stated period of time,

amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

*Enterprise* means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

*Enterprise identifier* means a code that is uniquely assigned to an enterprise by an issuing agency.

*First use* means the initial or first-time use of a product by the Government.

*Fixed expiration* means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

*Installation* means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

*Issuing agency* means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/ueb/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

*Item type* means a coded representation of the description of the item being warranted, consisting of the codes C—component procured separate from end item, S—subassembly procured separate from end item or subassembly, E—embedded in component, subassembly or end item parent, and P—parent end item.

*Starting event* means the event or action that initiates the warranty.

*Serialized item* means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

*Unique item identifier* means a set of data elements marked on an item that is globally unique and unambiguous.

*Usage* means the quantity and an associated unit of measure that specifies the

amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

*Warranty administrator* means the organization specified by the guarantor for managing the warranty.

*Warranty guarantor* means the enterprise that provides the warranty under the terms and conditions of a contract.

*Warranty repair source* means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

*Warranty tracking* means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) *Reporting of data for warranty tracking and administration.* The Contractor shall provide all information required by Attachment \_\_\_\_, Warranty Tracking Information on each contract line item number, subtitle item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment \_\_\_\_, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The "Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment \_\_\_\_, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(c) *Reservation of rights.* The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

(End of clause)

[76 FR 33170, June 8, 2011]

#### **252.247-7000 Hardship conditions.**

As prescribed in 247.270-4(a), use the following clause:

##### **HARDSHIP CONDITIONS (AUG 2000)**

(a) If the Contractor finds unusual ship, dock, or cargo conditions associated with loading or unloading a particular cargo, that will work a hardship on the Contractor if loaded or unloaded at the basic commodity rates, the Contractor shall—